

LICENSE AGREEMENT

This License Agreement (this "Agreement") is executed as of July __, 1998, by and between **BOEING REALTY CORPORATION ("Owner")** and **AUTONATION USA CORPORATION ("AutoNation")**.

RECITALS:

A. Owner is the current owner of certain real property (the "Property") located in Los Angeles County, California and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

B. Pursuant to that certain Agreement of Purchase and Sale dated April 18, 1997 with Vestar Development Co. ("Vestar"), AutoNation is the ultimate purchaser of the Property and desires to begin certain grading and soil compaction (the "Grading") on the Property prior to its purchase of the Property.

C. Owner has agreed to allow AutoNation access to the Property subject to the terms and provisions of this Agreement.

AGREEMENTS:

For and in consideration of the sum of TEN AND NO/100\$ DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Owner and AutoNation hereby agree as follows:

1. **License.** After the execution hereof and continuing until the earlier to occur of the completion of the Grading by AutoNation or the purchase of the Property by AutoNation or written notice from Owner pursuant to Section 5 below, Owner hereby grants to AutoNation and AutoNation's agents, representatives, contractors, employees and designees a license to enter the Property and to perform and complete the Grading and other work related thereto, at AutoNation's sole cost and expense (the "License").

2. **Insurance.** AutoNation shall procure and maintain, or cause its contractor to procure and maintain, throughout the term of this Agreement commercial liability insurance in amounts of not less than a combined single limit of \$2,000,000 with an insurer reasonably acceptable to Owner and naming Owner as an additional insured. AutoNation shall furnish to Owner certificates of such insurance coverages required hereunder prior to any entry upon the Property.

3. **Indemnification.** AutoNation shall defend, indemnify and hold harmless Owner and its successors, assigns, contractors or other licensees present at the Property from time to time at Owner's request (the "Indemnitees") from and against all losses, damages, claims, demands, liabilities, causes of action, suits, judgments and expenses (including reasonable attorneys' fees) incurred by Indemnitees resulting from or caused by the entry upon the Property and/or

performance of the Grading by AutoNation, or its agents, contractors, representatives or employees.

4. Mechanics Liens. AutoNation shall not permit any mechanics liens to be filed against the Property for any work performed, materials furnished or other obligation incurred by or at the request of AutoNation. If such a lien is filed, then AutoNation shall, within thirty (30) days thereof, either (i) pay the amount of the lien or (ii) diligently contest such lien and deliver to Owner a bond or other security satisfactory to Owner in its reasonable discretion.

5. Termination by Owner. In the event AutoNation commits a default under this Agreement, Owner shall have the right to terminate the License immediately upon written notice to AutoNation. In addition, the License shall terminate in the event the Agreement for Purchase and Sale of Real Property and Escrow Instructions between Owner and Vestar, dated March 31, 1997, as amended, terminates without Vestar having purchased the Property. In the event of any termination of the License without Vestar's having purchased the Property from Owner, AutoNation shall remove, upon request by Owner and at AutoNation's sole cost, all improvements made to the Property and restore the Property substantially to the condition existing as of the date of this Agreement.

6. Safety Considerations. In conducting its activities pursuant to this Agreement, AutoNation shall at all times conform with, and cause its contractors and subcontractors to conform with, all applicable laws and regulations pertaining to health and safety. In addition, AutoNation agrees to comply with additional requirements reasonably imposed by Owner or its designated contractor(s) pertaining to health and safety issues and coordination between AutoNation's activities and those of Owner's contractors and subcontractors, including, but not limited to, attendance at daily construction safety and coordination meetings held by Owner's contractor(s).

7. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws and court decisions. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Agreement, nor the application of such provision to other persons or circumstances or other instruments referred to in this Agreement shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law.

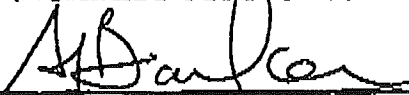
8. Binding Effect: Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, AutoNation and Owner and their respective successors and assigns.

9. Entireties. This Agreement represents the entire agreement between the parties with regard to the subject matter hereof and may not be amended or modified unless such amendment or modification is in writing and executed by both parties.


10. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

11. Counterpart Facsimile Signature. Facsimile signatures appearing hereon shall be deemed an original and this document may be executed simultaneously on two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

BOEING REALTY CORPORATION

By: 
Name: STEPHEN J. BARKER
Title: DIRECTOR-BUSINESS OPERATIONS

AUTONATION UEA CORPORATION

By: 
Name: _____
Title: _____